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9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 SAN FRANCISCO DIVISION

12 STELLA U. ONUAGULUCHI,

13 Plaintiff,

14 v.

15 JOHN E. POTTER, Postmaster General,
16 Defendant.

No. C 05-2261 PJH

STIPULATION AND [PROPOSED]
ORDER OF COMPROMISE
SETTLEMENT

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1 IT IS HEREBY STIPULATED by and between the parties, after full and open discussion,
2 that the present action be settled and compromised on the following terms:

3 1. Plaintiff has executed Postal Service PS Form 2574, "Resignation From the Postal
4 Service," a copy of which is attached to this agreement as Attachment A. The "Resignation
5 From the Postal Service" form states that Plaintiff resigns from the Postal Service effective
6 July 1, 2005. Plaintiff agrees that she will not apply for employment with the Postal Service for a
7 period of 10 years from July 1, 2005. If Plaintiff does apply for employment with the Postal
8 Service during that time period, the Postal Service will discard the employment application and
9 will not take any action on it. The Postal Service will rescind Plaintiff's removal from
10 employment effective July 1, 2005, and will issue PS Form 50, "Notification of Personnel
11 Action," which will state that Plaintiff resigned from employment effective July 1, 2005. The
12 Postal Service's rescision of Plaintiff's removal is in exchange for Plaintiff releasing and
13 dismissing all claims for compensatory and special damages, back pay, front pay, interest,
14 attorneys' fees, costs, restitution and any other form of legal or equitable recovery relating to her
15 employment with the Postal Service. The parties understand that this rescision of Plaintiff's
16 removal includes full satisfaction of all claims for attorneys' fees and costs arising from work
17 performed by plaintiff's counsel at all stages of this litigation, including, but not limited to, the
18 processing of the plaintiff's administrative and district court complaints in connection with the
19 present action.

20 2. Plaintiff Stella Onuaguluchi will accept the terms described in Paragraph 1 above
21 in full settlement and satisfaction of any and all claims and demands which she, her successors or
22 assignees may now have or hereafter acquire against the defendant John Potter, the Postal
23 Service, or any of its past and present officials, agents, employees, attorneys, or insurers, on
24 account of the events described in plaintiff's pleadings in the present action, or as a result of any
25 other action or conduct by the Postal Service, its past and present officials, agents, employees,
26 attorneys, or insurers that occurred prior to the execution of this Agreement.

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1 3. In consideration of this Agreement and the terms described in Paragraph 1 above,
2 Plaintiff agrees that upon notification that the PS Form 50 showing the resignation is ready for
3 delivery, she will deliver to Defendant's counsel a fully executed Notice of Dismissal with
4 prejudice of Case Number C 05-2261 PJH, Onuaguluchi v. Potter. Upon delivery of the Notice
5 of Dismissal, Defendant's counsel will release the PS Form 50 to Plaintiff's counsel.

6 4. Plaintiff Stella Onuaguluchi will withdraw and/or shall take whatever steps are
7 necessary to obtain the dismissal with prejudice of any pending charges of discrimination,
8 complaints, suits, and any other action or proceeding filed by her or on her behalf with any local,
9 state, and/or federal agency, commission, board, department, court, and/or any other tribunal
10 against the Postal Service, its past and present officials, agents, employees, attorneys, or insurers.
11 Plaintiff Stella Onuaguluchi will withdraw and/or shall take whatever steps are necessary to
12 obtain the dismissal with prejudice of all of her administrative EEO cases, including but not
13 limited to the following: Stella Onuaguluchi v. Potter, 1F-934-0034-06; 1F-946-0018-06; 1F-
14 946-0072-05; 1F-946-0079-04; 1F-946-0088-03; Pre-Complaint Counseling # Pre-012890-2006;
15 and Pre-Complaint Counseling # Pre-014272-2006. Plaintiff Stella Onuaguluchi will withdraw
16 and/or shall take whatever steps are necessary to obtain the dismissal with prejudice of all of her
17 administrative Merit Systems Protection Board cases, including but not limited to the following:
18 Stella U. Onuaguluchi v. United States Postal Service, MSPB Docket No. SF-0752-06-0028-I-1.
19 Plaintiff Stella Onuaguluchi agrees that she has not filed and will not file any other charges,
20 complaints, lawsuits, or other claims that relate to any action or conduct by the Postal Service, its
21 past and present officials, agents, employees, attorneys, or insurers that occurred prior to the
22 execution of this Agreement.

23 5. Plaintiff Stella Onuaguluchi hereby releases and forever discharges defendant
24 John Potter, the Postal Service, and any and all of its past and present officials, agents,
25 employees, attorneys, insurers, their successors and assigns, from any and all obligations,
26 damages, liabilities, actions, causes of actions, claims and demands of any kind and nature
27 whatsoever, whether suspected or unsuspected, at law or in equity, known or unknown, by which
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1 she now owns or holds or has at any time owned or held against the Postal Service, including but
2 not limited to contract, tort, Title VII of the Civil Rights Act of 1964, as amended, the
3 Rehabilitation Act, the Age Discrimination in Employment Act, as amended, and the Employee
4 Retirement Income Security Act, or any other charge or complaint filed now or later by plaintiff
5 against the Postal Service with any government agency or court arising out of or in any way
6 connected with any loss, damages, or injury whatever, known or unknown, suspected or
7 unsuspected, resulting from any act or omission by or on the part of the Postal Service committed
8 or omitted prior to the date this Agreement is executed.

9 6. The provisions of California Civil Code Section 1542 are set forth below:

10 "A general release does not extend to claims which the creditor
11 does not know or suspect to exist in his favor at the time of
12 executing the release, which if known by him must have materially
13 affected his settlement with the debtor."

14 Plaintiff has been apprised of the statutory language of Civil Code Section 1542 by her attorneys,
15 and fully understanding the same, nevertheless elects to waive the benefits of any and all rights
16 she may have pursuant to the provision of that statute and any similar provision of federal law.
17 Plaintiff Stella Onuaguluchi understands that, if the facts concerning plaintiff's claims and the
18 liability of the government for damages pertaining thereto are found hereinafter to be other than
19 or different from the facts now believed by them to be true, this Agreement shall be and remain
20 effective notwithstanding such material difference.

21 7. This Agreement may be pled as a full and complete defense to any subsequent
22 action or other proceeding involving any person or party which arises out of the claims released
23 and discharged by the Agreement.

24 8. This is a compromise settlement of a disputed claim and demand, which
25 settlement does not constitute an admission of liability or fault on the part of the defendant John
26 Potter, the Postal Service, or any of its past and present officials, agents, employees, attorneys, or
27 insurers on account of the events described in plaintiff's complaint in the present action.

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1 9. Plaintiff Stella Onuaguluchi has been informed that issuance of the PS Form 50
2 may take sixty days or more to process, but defendant agrees to make good faith efforts to
3 expeditiously generate the PS Form 50.

4 10. The parties specifically acknowledge that, with respect to the portion of Plaintiff's
5 complaint that alleges age discrimination, Plaintiff has preserved the following rights and
6 responsibilities through the execution of this Agreement:

- 7 a. That Plaintiff has thoroughly reviewed the entire Agreement and understands its
8 provisions;
- 9 b. That Plaintiff has not waived any rights or claims that may arise after the date this
10 Agreement is signed;
- 11 c. That Plaintiff has the right and is encouraged to consult with an attorney prior to
12 signing the Agreement;
- 13 d. That Plaintiff has a period of twenty-one (21) days to consider the Agreement;
14 and,
- 15 e. That Plaintiff will have seven (7) days following the execution of the Agreement
16 to revoke the Agreement and that the Agreement will not become effective or
17 enforceable until the seven-day revocation period has passed.

18 11. The parties agree that should any dispute arise with respect to the implementation
19 of the terms of this Agreement, the plaintiff shall not seek to rescind the Agreement and pursue
20 her original causes of action. Plaintiff's sole remedy in such a dispute is an action to enforce the
21 Agreement in district court. The parties agree that the district court will retain jurisdiction over
22 this matter for the purposes of resolving any dispute alleging a breach of this Agreement.

23 12. Each party hereby stipulates that it has been represented by and has relied upon
24 independent counsel in the negotiations for the preparation of this Agreement, that it has had the
25 contents of the Agreement fully explained to it by such counsel, and is fully aware of and
26 understands all of the terms of the Agreement and the legal consequences thereof. It is
27 acknowledged that the parties hereto have, through their respective counsel, mutually
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1 participated in the preparation of this Agreement, and it is agreed that no provision hereof shall
 2 be construed against any party hereto by virtue of the activities of that party or its attorney.

3 13. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the
 4 validity, legality, and enforceability of the remaining provision shall not in any way be affected
 5 or impaired thereby.

6 14. This instrument shall constitute the entire Agreement between the parties, and it is
 7 expressly understood and agreed that the Agreement has been freely and voluntarily entered into
 8 by the parties hereto with the advice of counsel, who have explained the legal effect of this
 9 Agreement. The parties further acknowledge that no warranties or representations have been
 10 made on any subject other than as set forth in this Agreement. This Agreement may not be
 11 altered, modified or otherwise changed in any respect except by writing, duly executed by all of
 12 the parties or their authorized representatives.

13
 14 Dated: August 14, 2006


 STELLA U. ONUAGULUCHI
 Plaintiff

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 17 Dated: August 21, 2006

LAW OFFICES OF CURTIS G. OLER


 CURTIS G. OLER
 Attorney for Plaintiff Stella Onuaguluchi

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 19
 20 Dated: August 22, 2006

KEVIN V. RYAN
 United States Attorney


 CHINHAYI J. COLEMAN
 Assistant United States Attorney

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 24 **[PROPOSED] ORDER**

25 PURSUANT TO STIPULATION, IT IS SO ORDERED.

26 8/24/06

27 Dated: _____

28 PHYLLIS J. HAMILTON
 United States District Court Judge



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ATTACHMENT A

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United States Postal Service

Resignation From the Postal Service

Complete Items 1-10 and submit this form to your immediate supervisor, tour superintendent, or other official designated to receive resignations.

The collection of this information is authorized by 39 USC 1001. This information will be used to finalize the record of your employment with the Postal Service. As a routine use, this information may be disclosed to an appropriate law enforcement agency for investigative or prosecutive purposes, to a congressional office at your request, to OMB for review of private relief legislation, to any agency where relevant to hiring, contracting or licensing, to a labor organization as required by the NLRA, to the EEOC when investigating an EEO complaint, and where pertinent, in a legal proceeding to which the Postal Service is a party.

1. Institution or Station Oakland P & DC	2. Date Submitted August 8, 2006	3. Printed Name (Last, First, Middle) Omtaguluchi, Stella U.
4. Social Security Number [REDACTED]	5. Tour 2	6. Mailing Address (Household Apt., Street, City, State and ZIP + 4) 7070 Via Del Mar Rancho Palos Verdes, CA 90275-5371

7. Reason(s) for Resignation (Give specific reason(s) for your resignation. Avoid generalized reasons such as "I Hate It," "Personal Reasons," etc. Use reverse for additional remarks.)

I wish to resign from employment with the Postal Service effective July 1, 2005

8. Signature 	9. Effective Date of Resignation July 1, 2005	10. Supervisor Nathan Griffin
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PS Form 2574, November 1999

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